

TFW



Attorney Docket No.: NVID-P003062

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent

In re Application of:

Inventor(s): Jason Seung-Min KIM

Serial No.: 09/849,885✓

Examiner: Tim T.Vo

Filed: 05/02/2001

Art Unit:

For: MULTIPROCESSOR INTERRUPT HANDLING SYSTEM AND METHOD

Patent No.: 6,952,749

Issued Date: October 4, 2005

**Assistant Commissioner for Patents
Washington, D.C. 20231**

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)**

As assignee of record of the entire interest of the above identified
application,
☒ [X] patent,

REVOCATION OF PRIOR POWERS OF ATTORNEY

☒ [X] I hereby revoke all previous powers of attorney given in the above-identified application/patent.

NEW POWER OF ATTORNEY

☒ [X] I hereby appoint the practitioners associated with the customer Number: 45594

☒ [X] Please change the correspondence address for the above-identified application to:
The address associated with Customer Number: 45594

I am the:

☒ [X] Assignee of record of the entire interest. *Statement under 37 CFR 3.73(b) is below.*

CERTIFICATE UNDER 37 CFR 3.73(b)

NVIDIA CORPORATION., a Delaware corporation, certifies that it is the assignee of the entire right, title and interest in the patent identified above by virtue of:

☒ [X] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in The United States Patent and Trademark Office at **Reel 011795, Frame 0142.**

☒ [X] Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application/patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) avers that the undersigned is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

5/9/07
Date

Richard B. Domingo
Signature

Richard Domingo Reg No.36,784
Typed or Printed Name

Director of Intellectual Property
Title



FILED
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 31, 2001

PTAS

GARY, CARY WARE & FREIDENRICH
1755 EMBARCADERO ROAD
PALO ALTO, CALIFORNIA 94303-3340



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

GRAY CARY
WARE & FREIDENRICH

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/02/2001

REEL/FRAME: 011795/0142

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KIM, JASON SEUNG-MIN

DOC DATE: 05/01/2001

ASSIGNEE:

PORTALPLAYER, INC.
3255 SCOTT BOULEVARD, BUILDING 1
SANTA CLARA, CALIFORNIA 95054

SERIAL NUMBER: 09849885

FILING DATE: 05/02/2001

PATENT NUMBER:

ISSUE DATE:

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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5-2-1
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09/849885

05/02/01

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PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type☒ New☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

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Conveyance Type☒ Assignment☐ Security Agreement☐ License☐ Change of Address☐ Merger☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attached

Name (line 1) Jason Seung-Min Kim

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

05.01.01

Execution Date
Month Day Year**Receiving Party**☐ Mark if additional names of receiving parties attached

Name (line 1) PortalPlayer, Inc.

Name (line 2)

Address (line 1) 3255 Scott Boulevard, Building 1

Address (line 2)

Address (line 3) Santa Clara

City

California

State/Country

95054

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name (line 1) Gary, Cary, Ware & Freidenrich

Address (line 1) 1755 Embarcadero Road

Address (line 2) Palo Alto, California 94303-3340

Address (line 3)

Address (line 4)

5/09/2001 EHA1LU 00000033 09049885

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number

(650) 320-7426

Name Timothy W. Lohse (Reg. No. 35,255)

Address (line 1) 1755 Embarcadero Road

Address (line 2) Palo Alto, California 94303-3340

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5 Pages (2 Sided)

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year
05/02/01

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ \$40.00

Method of Payment:
Deposit Account

Enclosed



Deposit Account



(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1896

Authorization to charge additional fees:

Yes



No

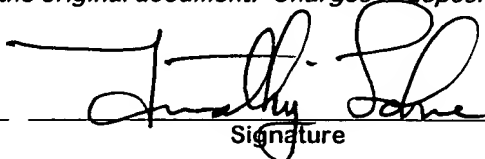


Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Timothy W. Lohse (Reg. No. 35,255)

Name of Person Signing


Signature

5/2/2001
Date

ASSIGNMENT

WHEREAS, Jason Seung-Min Kim made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled MULTIPROCESSOR INTERRUPT HANDLING SYSTEM AND METHOD

X as filed herewith
— as filed on _____ as Serial No. _____

WHEREAS, PortalPlayer, Inc., a corporation of the State of California, and whose address is 3255 Scott Boulevard, Building 1, Santa Clara, CA 95054 and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

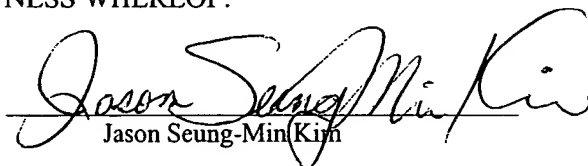
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns

which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN WITNESS WHEREOF:


Jason Seung-Min Kim

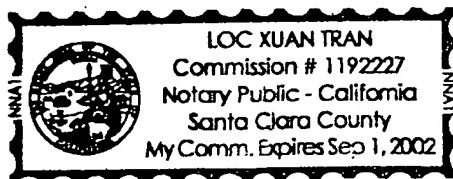
STATE OF CALIFORNIA)
)SS
COUNTY OF SANTA CLARA)

On MAY 15, 2001 before me, LOC XUAN TRAN, Notary Public, personally appeared Jason Seung-Min Kim, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public





AGREEMENT AND PLAN OF MERGER

among:

NVIDIA CORPORATION,
a Delaware corporation;

PARTRIDGE ACQUISITION, INC.,
a Delaware corporation;

and

PORTALPLAYER, INC.,
a Delaware corporation

Dated as of November 6, 2006

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of November 6, 2006, by and among NVIDIA CORPORATION, a Delaware corporation ("Parent"), PARTRIDGE ACQUISITION, INC., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and PORTALPLAYER, INC., a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. Parent, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company in accordance with this Agreement and the DGCL (the "Merger"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will become a wholly-owned subsidiary of Parent.

B. The respective boards of directors of Parent, Merger Sub and the Company have approved this Agreement, the Merger and the Contemplated Transactions.

C. In order to induce Parent to enter into this Agreement and cause the Merger to be consummated, certain stockholders of the Company are executing voting agreements in favor of Parent concurrently with the execution and delivery of this Agreement (the "Voting Agreements").

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1. DESCRIPTION OF TRANSACTION

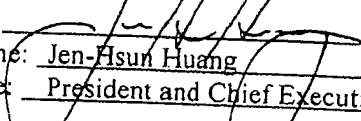
1.1 **Merger of Merger Sub into the Company.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3), Merger Sub shall be merged with and into the Company, and the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the "Surviving Corporation").

1.2 **Effect of the Merger.** The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

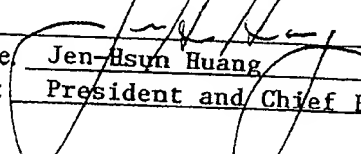
1.3 **Closing; Effective Time.** The closing of the Merger and the consummation of those transactions contemplated by this Agreement that are to be consummated at the time of the Merger (the "Closing") shall take place at the offices of Cooley Godward Kronish LLP, 3175 Hanover Street, Palo Alto, California, on a date to be designated by Parent (the "Closing Date"), which shall be no later than the fifth business day after the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Sections 6 and 7 (other than the conditions set forth in Sections 6.5 and 7.4, which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The Merger shall become effective at the time of the filing of a certificate of merger with the Secretary of State of the State of Delaware in accordance with the DGCL or at such later time as may be specified in such statement of merger with the consent of Parent (the time as of which the Merger becomes

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

NVIDIA CORPORATION

By: 
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PARTRIDGE ACQUISITION, INC.

By: 
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PORTALPLAYER, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

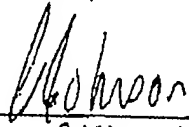
NVIDIA CORPORATION

By: _____
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PARTRIDGE ACQUISITION, INC.

By: _____
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PORTALPLAYER, INC.

By: 
Name: GARY JOHNSON
Title: PRESIDENT & CEO

AGREEMENT AND PLAN OF MERGER

among:

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a Delaware corporation;

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and

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RECITALS

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B. The respective boards of directors of Parent, Merger Sub and the Company have approved this Agreement, the Merger and the Contemplated Transactions.

C. In order to induce Parent to enter into this Agreement and cause the Merger to be consummated, certain stockholders of the Company are executing voting agreements in favor of Parent concurrently with the execution and delivery of this Agreement (the "Voting Agreements").

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